

County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://cao.co.la.ca.us

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Board of Supervisors

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 10, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AMENDMENT NO. 1 TO LEASE NO. 72592 DEPARTMENT OF COMMUNITY AND SENIOR SERVICES 2501 WEST BURBANK BOULEVARD, BURBANK (FIFTH DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Chair to sign Amendment No. 1 to Lease No. 72592 with Burbank Commercial Properties (Lessor), for 5,702 rentable feet of office space located at 2501 West Burbank Boulevard, Burbank for use by the Department of Community and Senior Services (DCSS), Adult Protective Services (APS) program, at the annual rental rate of \$106,057. The rental costs are 95 percent funded by State and Federal funding and five percent net County cost. The five-year lease term will commence upon adoption by the Board.
- 2. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061 (b) (3) of the State CEQA Guidelines.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since March 2000, DCSS has occupied approximately 5,702 rentable square feet of office space at the subject facility. The office houses approximately 32 on-site staff for the DCSS/APS program. APS is a state-mandated crisis intervention program that performs the prompt investigation of all situations involving elders and dependent adults eighteen and over who are reported to be endangered by abuse, neglect, exploitation, self-neglect, or unsafe and/or hazardous living conditions. APS is a direct service program whereby social workers make home calls on a daily basis within the service area. The service area covers the East San Fernando Valley and West San Gabriel Valley regions. In addition, the APS Special Operations section is also housed at this location and meetings are conducted related to high-risk clientele. New social worker training is also conducted at this location.

The existing lease term expired March 8, 2005, and we are currently operating in the space on a month-to-month holdover basis. DCSS has requested that a lease extension be executed for the uninterrupted continuance of their operations at the facility. Adoption of the lease amendment will provide DCSS the office space necessary for the region.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with easy access to quality information and services that are both beneficial and responsive (Goal 1) and that we strengthen the County's fiscal capacity (Goal 4). In this case, the proposed lease amendment supports the goals with a suitably located office with appropriate workspace for DCSS and we are housing multiple departmental functions and a funded program in leased space as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease amendment will provide DCSS uninterrupted use of 5,702 rentable square feet of office space and 20 parking spaces at a monthly rent of \$8,838, or \$106,057 annually, fixed for the remaining term of the lease.

2501 WEST BURBANK BOULEVARD	EXISTING LEASE	PROPOSED AMENDMENT	CHANGE	
Area (square feet)	5,702 5,702 None			
Term	03/08/2000 - 03/07/2005 currently month-to-month	five years upon Board adoption	+ five years	
Annual Base Rent	\$102,636 or \$18.00/sq. ft., full-service gross	\$106,057 or \$18.60/sq. ft., full-service gross	+ \$3,421 or \$.60/sq. ft.	
Annual Amortized Tenant Improvements	None	None	No Tenant Improvements	
Parking (included in base rent)	15 off-street spaces	20 off-street spaces	+ five spaces	
Cancellation	County after 30 months upon 120 days prior written notice	County after 36 months upon 120 days prior written notice	+ six months	
Option to Renew	One five-year option	One five-year option	None	
Purchase Right	None	None	None	
Rental Adjustment	\$6,842/year increase at the 31 st month	None	Rental rate fixed for term	

This is a full-service lease whereby the Lessor is responsible for all operating costs associated with the County's occupancy. The rental rate of \$1.55/\$18.60 per square foot per month/year will be fixed through the extended term of the lease. Parking is included in the rental rate.

Sufficient funding for the base rent of the proposed amendment is included in the 2004-05 Rent Expense budget and will be billed back to DCSS. Sufficient funding will be proposed in the Rent Expense Budget for the 2005-06 fiscal year. Sufficient funding is available in the DCSS operating budget to cover projected lease costs. The rental cost for DCSS is 95 percent offset by State and Federal funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has been housed at this location since March 2000 on a single floor for the described operation when the office space was improved for County use. The proposed amendment will provide uninterrupted use of 5,702 rentable square feet of office space and 20 parking spaces. While the amount of parking spaces is less than required by the department for the renewal, it is five more spaces than currently under lease at the facility. In order to alleviate the department's continuing need, the County negotiated a right of first refusal to obtain additional parking should it become available during the extended lease term at a rate of \$30 per space per month. In addition, there is sufficient un-metered street parking in the surrounding area.

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The proposed amendment extends the term under the lease as follows:

- Commencement of the new rent and five-year term upon approval by your Board:
- A full-service gross basis with the Lessor responsible for all operating and maintenance costs;
- An increase in parking from fifteen to twenty spaces with a right of first refusal to obtain additional parking spaces during the course of the tenancy;
- Elimination of an automatic increase in the rent midway through the lease term in favor of a fixed rental rate for the remainder of the extended lease term:
- A cancellation provision at or anytime after three years by giving 120 days prior written notice.

The CAO Real Estate Division staff conducted a survey within the project area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this requirement. Based upon said survey, staff has established that the rental range for similar space is between \$18.00 and \$23.40 per square foot per year full-service gross. Thus, the annual rental rate of \$18.60 full-service gross for the proposed lease represents a rate within the market range for the area. Attachment B shows County-owned or leased facilities in the proximity of the service area and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has completed a seismic inspection of the facility and found it suitable for the County's continued occupancy.

The construction and operational costs associated with a childcare facility at this location are not financially feasible for the Department at this time.

LEGAL/NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CAO has made an initial study of environmental factors and has concluded that this project is exempt from CEQA pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section (b) of the State CEQA Guidelines.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is the finding of the CAO that the proposed lease amendment is in the best interests of the County and will provide the space necessary for DCSS to continue program operations. In accordance with your Board policy on the housing of any County offices or activities, the DCSS concurs in the lease recommendation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return three originals of executed Amendment No. 1 to Lease No. 61564, the certified copy of the Minute Order and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

DAVID E. JANSSEN

Chief Administrative Officer

DEJ:CWW CEM:NCH:hd

c: County Counsel Auditor-Controller

Department of Community and Senior Services

2501Burbank.b

DEPARTMENT OF COMMUNITY AND SENIOR SERVICES 2501 WEST BURBANK BOULEVARD, BURBANK

Asset Management Principles Compliance Form¹

1.	Occupancy		Yes	No	N/A
	Α	Does lease consolidate administrative functions?2			Х
	В	Does lease co-locate with other functions to better serve clients? Space houses multiple APS units as well as provides training for new-hires and high risk cases.	X		
	С	Does this lease centralize business support functions? ²			х
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Ratio at 178 sf/person. Program has several staff working primarily in the field.	х		
	Е	Does lease satisfy 80% parking rule? ² There is ample street parking in the vicinity and staff are often in the field during working hours. Lessor has provided five additional spaces and County has first right if spaces become available to meet 80% rule.		х	
2. Capit		<u>pital</u>			
	Α	Should this program be in leased space to maximize State/Federal funding?	Х	_	
	В	If not, is this a long term County program?	X		
	С	Is it a substantial net County cost (NCC) program? 5% NCC		Х	
	D	If yes to 2 B or C; is it a capital lease or an operating lease with an option to buy?		Х	
	E	If no, are there any suitable County-owned facilities available?		Х	
	F	If yes, why is lease being recommended over occupancy in County-owned space?			х
	G	Is Building Description Report attached as Attachment B?	х		
	Н	Was build-to-suit or capital project considered? Space requirement does not meet requirement to consider these types of projects.		Х	
3. Portfolio Management		tfolio Management			
	Α	Did department utilize CAO Space Request Evaluation (SRE)?	Х		
	В	Was the space need justified?	Х		
	С	If a renewal lease, was co-location with other County departments considered?	Х		
	D	Why was this program not co-located?			
	:	The program clientele requires a "stand alone" facility.			
		2 No suitable County occupied properties in project area.			
		3 No County-owned facilities available for the project.		·	
		4 Could not get City clearance or approval.			
		5. X The Program is being co-located.			
	E	Is lease a full service lease? ²	х		
	F	Has growth projection been considered in space request?	Х		
	G	Has the Dept. of Public Works completed seismic review/approval?	Х		
		¹ As approved by the Board of Supervisors 11/17/98			
		² If not, why not?			

DEPARTMENT OF COMMUNITY AND SENIOR SERVICES SPACE SEARCH – EAST SAN FERNANDO AND WEST SAN GABRIEL VALLEYS

ILACO	SPACE SEARCH - EAST SAN FERI	ADDRESS	OWNERSHIP			SQ. FT. AVAI
A477	ASSESSOR-NORTH DISTRICT OFFICE	13800 BALBOA BLVD, SYLMAR 91344	LEASED	37000	33300	NONE
Y291	BARRY J NIDORF JUV HALL-ADMINISTRATION BLDG-1	16350 FILBERT ST, SYLMAR 91342	OWNED	8164	5723	NONE
Y651	BARRY J NIDORF JUV HALL-N AREA SCHOOL OFFIC-4	16350 FILBERT ST, SYLMAR 91342	OWNED	5158	4402	NONE
Y297	SYLMAR JUVENILE COURTHOUSE-1	16350 FILBERT ST, SYLMAR 91342	OWNED	28960	19886	NONE
3217	AG COMM-WEED ABATEMENT OFFICE BUILDING 49	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1275	1050	NONE
X207	FORMER MID-VALLEY-MODULAR CLINIC (IN STORAGE)	14445 OLIVE VIEW DH, SYLMAH 91342	OWNED	5940	5346	5346
T406	AG COMM/WTS & MEAS-OLIVE VIEW R.I.F.A.TRAILER	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	504	461	NONE
T408	AG COMM/WTS&MEAS-NORTH FIELD STN PEST DETECTN	14445 OLIVE VIEW DR, SYLMAR 91342	OMMED	720	642	NONE
2265	OLIVE VIEW-BUNGALOW T	14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	2474	1324	NONE
2147	OLIVE VIEW-COTTAGE #1	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	6510	3825	NONE
2148	OLIVE VIEW-COTTAGE #3	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	6000	3626	NONE
T528	OLIVE VIEW-HOSPITAL TRAILER #1	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	7920	6650	NONE
4226	OLIVE VIEW-MECHANICAL OFFICE	114445 OLIVE VIEW DR, SYLMAN 91342	OWNED	4607	3084	NONE.
2259	OLIVE VIEW-BUNGALOW D	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1319	970	NONE
2258	OLIVE VIEW-BUNGALOW E	14445 OLIVE VIEW DH, SYLMAR 91342	OWNED	1319	852	NONE
2257 2237	OLIVE VIEW-BUNGALOW F	14445 OLIVE VIEW DR, SYLMAR 91342 14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	1319	852	NONE
2236	OLIVE VIEW-BUNGALOW G		OWNED	1319	956 852	NONE
2222	OLIVE VIEW-BUNGALOW I	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1319	852	NONE
2220	OLIVE VIEW-BUNGALOW J	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1319	852	NONE
2200	OLIVE VIEW-BUNGALOW L	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1555	1172	NONE
2202	OLIVE VIEW-BUNGALOW M	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1527	1168	NONE
2204	OLIVE VIEW-BUNGALOW O	14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	1824	1314	NONE
2206	OLIVE VIEW-BUNGALOW P	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1555	1176	NONE
2207	OLIVE VIEW-BUNGALOW Q	14445 OLIVE VIEW DR, SYLMAN 91342	OWNED	1527	1168	NONE
2208	OLIVE VIEW-BUNGALOW R	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	1555	1121	NONE
2295	OLIVE VIEW-BUNGALOW S	14445 OLIVE VIEW DH, SYLMAR 91342	OWNED	2007	1513	NONE
2261	OLIVE VIEW-DOCTORS' OFFICE BUILDING	14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	5165	2782	NONE
0180	OLIVE VIEW-EXPENDITURE MANAGEMENT TRAILER F-3	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	3120	2870	NONE
0182	OLIVE VIEW-EXPENDITURE MANAGEMENT TRAILER F-5	14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	1560	1404	NONE
0427	OLIVE VIEW-FINANCE BUILDING	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	12925	11633	NONE
0179	OLIVE VIEW-FINANCIAL SYSTEMS TRAILER F-2	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	2080	1872	NONE
T535	OLIVE VIEW-HOSPITAL TRAILER #2	14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	12000	9650	NONE
0178	OLIVE VIEW-MEDICAL TRANSCRIBER TRAILER F-1	14445 OLIVE VIEW DR, SYLMAR 91342	OWNED	3120	2870	NONE
X254 0184	OLIVE VIEW-NORTH ANNEX BUILDING	14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	7920 3120	7128	NONE
	OLIVE VIEW-PATIENT ACCOUNTS TRAILER F-7	14445 OLIVE VIEW DR, SYLMAR 91342			2870	NONE
0185 0183	OLIVE VIEW-PATIENT ACCOUNTS TRAILER F-8 OLIVE VIEW-PATIENTS ACCOUNTS TRAILER F-6	14445 OLIVE VIEW DR, SYLMAR 91342 14445 OLIVE VIEW DR, SYLMAR 91342	OMNED	3120 3120	2870 2870	NONE
0183	DHS-SAN FERNANDO REALTH CENTER (NEW)	1212 PICO ST, SAN FERNANDO 91340	OWNED	22144	8493	NONE
A386	ALT PUBLIC DEFENDER-SAN FERNANDO OFFICE	303 N MACLAY AVE, 91340	LEASED	3040	3040	NONE
A523	PUBLIC LIBRARY-NEW SAN FERNANDO LIBRARY	217 N MACLAY AVE, 91340	LEASED	8601	6881	NONE
Y481	ISAN FERNANDO COURTHOUSE	900 3RD ST, SAN FERNANDO 91340	FIN	203225	113264	NONE
A847	IDPSS-SAN FERNANDO BRANCH GROW DISTRICT OFFICE	12847 ARROYO ST, SYLMAR 91342	LEASED	13400	9305	NONE
5858	DHS-PACOIMA PUBLIC HEALTH CENTER	13300 VAN NUYS BLVD, PACOIMA 91331	OWNED	5404	3098	NONE
D240	DCSS-PACOIMA COMMUNITY CENTER	11243 GLENOAKS BLVD, PACOIMA 91331	LEASED	910	829	NONE
A502	HEALTH SERVICES-FOOTHILL CENTER BLDG	12502 VAN NUYS BLVD, PACOIMA 91331	LEASED	6664	5998	NONE
Y582	FIRE-PACOIMA FORESTRY DIV OFFICE	12605 OSBORNE ST, PACOIMA 91331	OMNED	612	551	NONE "
Y658	FIRE-PACOIMA OFFICE TRAILER	12605 OSBORNE ST, PACOIMA 91331	OMNED	600	580	NONE
T601	FIRE-PACOIMA OFFICE TRAILER #1	12605 OSBORNE ST, PACOIMA 91331	OMMFD	625	604	NONE
T602	FIRE-PACOIMA OFFICE TRAILER #2	12605 OSBORNE ST, PACOIMA 91331	OMNED .	625	604	NONE
T599	FIRE-PACOIMA VEGETATIVE MANAGEMENT TRAILER #1	12605 OSBORNE ST, PACOIMA 91331	OMMED	625	563	NONE
T600	FIRE-PACOIMA VEGETATIVE MANAGEMENT TRAILER #2	12605 OSBORNE ST, PACOIMA 91331	OMNED	625	563	NONE
T562	WHITEMAN AIRPORT-ABLE AVIONIX OFFICE	12653 OSBORNE ST, PACOIMA 91331	OWNED	520	410	NONE
6247	WHITEMAN AIRPORT-ADMIN BLDG 5	12653 OSBORNE ST, PACOIMA 91331	OMNED	4657	3795	NONE
1534	WHITEMAN AIRPORT-TRAILER	12653 OSBORNE ST, PACOIMA 91331	OWNED	500	432	NONE
F309	PW FLOOD-HANSEN YARD OFFICE	10179 GLENOAKS BLVD, SUN VALLEY 91352	OWNED	2236	1901	NONE
F311 D310	PW FLOOD-HANSEN YARD OFFICE	10179 GLENOAKS BLVD, SUN VALLEY 91352	OWNED	1612 96360	1450 39588	NONE
0505	DPSS-EAST VALLEY WS DISTRICT OFFICE MID VALLEY-FORMER BOWLING ALLEY(NONHABITABLE)	14545 LANAHK ST, PANOHAMA CITY 91402 7501 VAN NUYS BLVD, VAN NUYS 91405	OWNED	28269	22615	NONE 22615
6359	IMID VALLEY-FORMER BOWLING ALLEY (NONHABITABLE)	7555 VAN NUYS BLVD, VAN NUYS 91405	FIN	17698	10623	NONE
A383	IDHS-SAN FERNANDO DISTRICT ENVIRONMENTAL HLTH	6851 LENNOX AVE, VAN NUYS 91405	LEASED	7537	7160	NONE
A494	PROBATION-VAN NUYS JUVENILE SERVICES ANNEX	7100 VAN NUYS BLVD, VAN NUYS 91405	LEASED	1900	1710	NONE
A491	PROBATION-VAN NUYS AREA JUVENILE SERVICES	14540 HAYNES ST, VAN NUYS 91411	LEASED	13500	11475	NONE
4705	PROBATION-EAST SAN FERNANDO VALLEY AREA OFFIC	14414 W DELANO ST, VAN NUYS 91401	OWNED	15825	8362	NONE
5273	VAN NUYS COUNTY ADMINISTRATIVE CENTER BLOG	14340 W SYLVAN ST, VAN NUYS 91401	OMNED	9849	6992	NONE
7278	VAN NUYS COURTHOUSE - EAST	6230 SYLMAR AVE, VAN NUYS 91401	OWNED	180296	88650	NONE
Y472	VAN NUYS COURTHOUSE-BUILDING A	6280 SYLMAR AVE, VAN NUYS 91401	OMNED	4740	3165	NONE
Y473	VAN NUYS COURTHOUSE-BUILDING B	6280 SYLMAR AVE, VAN NUYS 91401	OMNED	4740	3148	NONE
Y474	VAN NUYS COURTHOUSE-BUILDING C	6280 SYLMAR AVE, VAN NUYS 91401	OMNED	4740	3148	NONE
Y476	VAN NUYS COURTHOUSE-BUILDING E	6280 SYLMAR AVE, VAN NUYS 91401	OMNED	3373	1987	NONE
Y477	IVAN NUYS COURTHOUSE-BUILDING F	6280 SYLMAR AVE, VAN NUYS 91401	OMNED	576	495	NONE
1027	VAN NUYS COURTHOUSE-TRAILER C	6230 SYLMAR AVE, VAN NUYS 91401	OWNED	3164	2824	- NONE
T026	VAN NUYS COURTHOUSE-THAILER D	6230 SYLMAR AVE, VAN NUYS 91401	OWNED	8116	7086	NONE
Y442	VAN NUYS COURTHOUSE-TRAILER F	14400 W DELANO ST, VAN NUYS 91401	OWNED	11037	6470	NONE
4400	VAN NUYS COURTHOUSE - WEST	14400 ERWIN ST, VAN NUYS 91402	LEASED	320391	125801	NONE
A377 A501	DPSS-EAST SAN FERNANDO GAIN REGION VII OFFICE DCSS-BURBANK ADULT PROTECTIVE SERVICES	3307 N GLENOAKS BLVD, BURBANK 91504 2501 W BURBANK BLVD, BURBANK 91502	LEASED	35772 5702	32195 5132	NONE
3599	BURBANK COURTHOUSE	300 E OLIVE AVE, BURBANK 91502	FIN	66698	52489	NONE
0038	IPW ROAD-DIV #514 MAINTENANCE YARD OFFICE	3916 DUNSMORE AVE, LA CRESCENTA 91214	OWNED	800	720	NONE
X008	PUBLIC LIBRARY-LA CRESCENTA LIBRARY	4521 LA CHESCENTA AVE, LA CRESCENTA 91214	OWNED -	4300	3584	NONE
F268	IPW FLOOD-PICKENS YARD OFFICE	4628 N BRIGGS AVE, LA CRESCENTA 91214	OWNED	398	358	NONE
A276	DCFS-REGION V NORTH HOLLYWOOD SERVICE OFFICE	12020 CHANDLER BLVD, NORTH HOLLYWOOD	LEASED	43268	41105	NONE
5873	DHS-NORTH HOLLYWOOD PUBLIC HEALTH CENTER	5300 TUJUNGA AVE, NORTH HOLLYWOOD 916	OWNED	7511	4286	NONE
T400	HS-NORTH HOLLYWOOD PUBLIC HEALTH CENTER ANNEX	5300 TUJUNGA AVE, NORTH HOLLYWOOD 916	OWNED	1347	1280	NONE
X014	DHS-BURBANK PUBLIC HEALTH CENTER	1101 W MAGNOLIA BLVD, BURBANK 91502	OWNED	5864	3640	NONE
4295	DHS-GLENDALE PUBLIC HEALTH CENTER	501 N GLENDALE AVE, GLENDALE 91206	OWNED	15217	8043	NONE
4104	GLENDALE COURTHOUSE	600 E BROADWAY, GLENDALE 91205	OWNED	69071	31547	NONE
3972	FORD AMHPITHEATRE-SPECIAL EVENTS OFFICE	2580 CAHUENGA BLVD E, HOLLYWOOD 90068	OMNED	965	825	NONE
X456	HIGHLAND CAMROSE-BUNGALOW A	2101 N HIGHLAND AVE, HOLLYWOOD 90068	OWNED	842	800	NONE
X458	HIGHLAND CAMHOSE-BUNGALOW B	2101 N HIGHLAND AVE, HOLLYWOOD 90068	OWNED	1000	950	NONE
X459	HIGHLAND CAMROSE-BUNGALOW C	2101 N HIGHLAND AVE, HOLLYWOOD 90068	OMNED	1000	950	NONE
X460	HIGHLAND CAMROSE-BUNGALOW G	2101 N HIGHLAND AVE, HOLLYWOOD 90068	OWNED	1055	1000	NONE
X461	HIGHLAND CAMROSE-BUNGALOW H	2101 N HIGHLAND AVE, HOLLYWOOD 90068	OWNED	1000	950	NONE
X464 3969	HIGHLAND CAMHOSE-BUNGALOW M HOLLYWOOD BOWL-ADMINISTRATION BUILDING	2101 N HIGHLAND AVE, HOLLYWOOD 90068	OWNED	1000	950 4369	NONE
		2301 N HIGHLAND AVE, HOLLYWOOD 90068	OVVINED 1	5137	4.369	NUNE

AMENDMENT NO. 1 TO LEASE NO. 72592 2501 WEST BURBANK BOULEVARD, BURBANK

THIS AMENDMENT NO. 1 TO LEA	ASE NO. 72592 made, entered and dated as of this
day of	_, 2005 by and between BURBANK COMMERCIAL
PROPERTIES, a California limited p	partnership, hereinafter referred to as "LESSOR" and
the COUNTY OF LOS ANGELES, a	body corporate and politic, hereinafter referred to as
"LESSEE".	, and person and person, reconstanted to do

WITNESSETH

WHEREAS, a Lease and Agreement was executed by and between Burbank Commercial Properties as Lessor, and the County of Los Angeles as Lessee, on February 1, 2000, whereby the Lessor leased to Lessee those certain premises containing approximately 5,702 rentable square feet of office space in a building located at 2501 West Burbank Boulevard, Burbank, for a term of five years, and;

WHEREAS, Lessor and Lessee desire to extend the Lease Term and amend the terms of the Lease and;

WHEREAS, the terms of this Amendment No. 1 to Lease No. 72592 shall not become effective until such time that said Amendment is executed by all parties herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants, promises, and conditions hereinafter contained, the parties hereby agree, effective upon approval of this lease Amendment No. 1 by the Board of Supervisors, to amend said Lease No. 72592 as follows:

1. <u>TERM</u>: Effective upon execution of this Amendment by the parties herein, Paragraph 2,A, ORIGINAL TERM, is deleted in its entirety and the following substituted therefor:

The Extended Term of this Lease shall be five (5) years commencing upon approval by the Board of Supervisors of the County of Los Angeles and ending five (5) years thereafter, unless otherwise extended or renewed, or terminated earlier in accordance with the conditions and provisions contained herein or in future amendment(s) executed in writing between the lessor and lessee.

RENT: Effective upon execution of this Amendment by the parties herein, and for the remainder of the Extended Term but not retroactively, Paragraph 3, RENT, is hereby deleted in its entirety and following is substituted therefore:

The Lessee hereby agrees to pay as rent for said demised Premises during the Extended Lease Term, the sum of eight thousand eight hundred thirty-eight and 10/100 dollars (\$8,838.10) per month, i.e., \$1.55 per rentable square foot per month, payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term

hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

3. <u>CANCELLATION</u>: Effective upon execution of this Amendment by the parties herein, Paragraph 5, CANCELLATION, is hereby deleted in its entirety and the following is substituted therefor:

Lessee shall have the right to cancel this Lease at or any time after three years from the commencement of the Extended Lease Term pursuant to this Amendment by providing the Lessor at least one-hundred twenty (120) days prior written notice by Chief Administrative Office letter. In the event of such cancellation, Lessee will pay a fee equal to the unamortized portion of leasing office brokerage commissions amortized at eight percent (8%) interest.

4. NOTICES: Paragraph 15, NOTICES, is hereby amended to replace the existing Lessee copy notification address as follows:

Chief Administrative Office, Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, CA 90012 Attention: Director of Real Estate

PARKING: Effective upon execution of this Amendment by the parties herein, Paragraph 20, PARKING, is hereby deleted in its entirety and the following is substituted therefor:

Lessor at its sole cost and expense shall provide for the exclusive use by Lessee during the Extended Term of this Lease and Agreement, or any renewal or holdover period as the case may be, twenty (20) off-street in-and-out parking spaces located within the building or in the adjacent parking lot for the building.

Lessor shall use its best effort to provide Lessee with twenty (20) exclusive spaces at all times. If Lessor provides less than twenty (20) spaces, Lessee may at its sole discretion receive a reduction in the monthly rent equivalent to thirty dollars (\$30) per space per month, or a pro-rata share of same, if not replaced in a commercially reasonable time period. In addition, should additional spaces become available within the building or the adjacent parking lot for the building during the course of the Lessee's tenancy, the Lessee shall have a right of first refusal to obtain said spaces at a rate of thirty dollars (\$30) per space per month for the remaining Extended Term of the lease or any renewal or holdover periods.

Notwithstanding the above, failure of the Lessor to provide a minimum of fifteen (15) spaces at all times shall entitle Lessee to cancel this Lease and Agreement by giving the Lessor thirty (30) days advance written notice of such cancellation.

Notwithstanding anything to the contrary, all other terms and conditions contained in Lease No. 72592 shall remain unchanged and are hereby reaffirmed.

IN WITNESS WHEREOF, the Lessor has executed this Amendment No. 1 to Lease No. 72592 or caused it to be duly executed, and the County of Los Angeles, by the order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof the day, month, and year first above written.

above written.	The Clerk mereor the day, month, and year in
	LESSOR:
	BURBANK COMMERCIAL PROPETIES, A CALIFORNIA LIMITED PARTNERSHIP by FIRST STREET CAPITAL CORP., its GENERAL PARTNER
	Name: Michael Cysuma Title: Vice Pasiclet
ATTEST:	
VIOLET VARONA-LUKENS Executive Officer-Clerk of the Board of Supervisors	LESSEE: COUNTY OF LOS ANGELES
By Deputy	By Chair, Board of Supervisors
APPROVED AS TO FORM: Office of the County Counsel	
By Francis E. Scott	

Principal Deputy County Counsel